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ALEXANDER L. STEVAS,
CLERK

No. 83-190

IN THE

Supreme Court of the United States

OCTOBER TERM, 1983

ABATTI FARMS, INC. AND ABATTI PRODUCE, INC.
Petitioners,

vs.

AGRICULTURAL LABOR RELATIONS BOARD AND
UNITED FARM WORKERS OF AMERICA, AFL-CIO
Respondents.

On Petition for a Writ of Certiorari
to the Supreme Court of the State of California

PETITIONERS' SUPPLEMENTAL BRIEF

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PETITIONERS' SUPPLEMENTAL BRIEF

Petitioners wish to inform the Court that on October 18, 1983, after petitioners' last filing (Sup. Ct. Rule 22.6), petitioners received the ALRB's formal backpay specification setting forth the ALRB's computation of the precise amount ABATTI must pay to satisfy the ALRB's order in the case now pending before this Court. That amount is $18,432,960.59, plus interest. Approximately $17.5 million represents the ALRB's assessment for ABATTI's refusal to bargain, which was found to be unlawful largely because ABATTI assisted two of its non-English speaking workers to obtain independent legal counsel to advise them concerning their rights under the California ALRA. Appendix A, at pp. 6-7, 13; Appendix B, at pp. 20-25.

Relevant portions of the ALRB's "Makewhole and Backpay Specification" are set forth in the Appendix to this Supplemental Brief.

DATED: October 21, 1983

Respectfully submitted,

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APPENDIX

STATE OF CALIFORNIA
AGRICULTURAL LABOR RELATIONS BOARD

In The Matter of: ABATTI FARMS, INC., and ABATTI PRODUCE, INC., *Respondent/Employer,* and UNITED FARM WORKERS OF AMERICA, AFL-CIO, *Charging Party,* and TORIBIO CRUZ and JOSE DONATE, *Petitioners/Intervenors.*	Case Nos. 78-RD-2-E 78-CE-53-E 78-CE-53-1-E 78-CE-53-2-E 78-CE-55-E 78-CE-56-E 78-CE-58-E 78-CE-60-E 78-CE-60-1-E 78-CE-61-E 79-CE-5-EC 7 ALRB No. 36 MAKEWHOLE AND BACKPAY SPECIFICATION

Pursuant to 8 Cal. Admin. Code Section 20290(a) and 20290 (c), the Regional Director of the El Centro Regional Office, hereby issues the Makewhole and Backpay Specification in the above-referenced case number which was previously noticed for hearing by the Executive Secretary on July 26, 1983.

* * *

2. The Regional Director, taking into consideration the Board's decision in *Adam Dairy* (1978) 4 ALRB No. 24, as well as subsequent Board precedent, finds that the contract negotiated by the UFW specifically at the company known as Sun Harvest, Inc., in effect on September 4, 1979 through July 15, 1983, provides the reasonable measure of the compensation which employees could have been expected to obtain if respondent had met its bargaining obligations during the make-whole period.

3. The Regional Director has determined that the parties have not reached a bona fide impasse or a collective bargaining agreement. In order to effectuate the Board's remedial order, the Regional Director finds that the make-whole period in this case runs from January 2, 1979 through September 30, 1983. The Regional Director's determination to use September 30, 1983 as the cut-off date for make-whole liability in this case does not constitute a determination regarding any violation by respondent of Labor Code Section 1153(e) which may have occurred subsequent to September 30, 1983 nor regarding the remedy for any such violation.

* * *

9. The responsibility of the respondent is to pay its employees the makewhole and backpay amount, as set forth in the attached specifications.

Dated this 14 day of October, 1983, at El Centro, California.

DAVID ARIZMENDI
Regional Director
AGRICULTURAL LABOR RELATIONS BOARD
319 Waterman Avenue
El Centro, California 92243
(619) 353-2130

* * *

LIABILITY TOTALS

MAKEWHOLE AMOUNTS

MELON HARVESTERS	
PIECERATE	4,069,243.28
REYNA	211,804.76
HOURLY	981,909.64
LETTUCE HARVESTERS	
HOURLY	41,605.02
PIECERATE	1,717,312.27
TRACTOR OPERATORS	2,324,212.13
ONION HARVESTERS	1,685,012.13
IRRIGATORS	2,126,751.55
THIN-WEEDERS	511,817.12
RAPINI HARVESTERS	
HOURLY	68,916.40
PIECERATE	2,463,583.09
SHOVELERS	576,300.10
SPRINKLERS	699,206.50
	17,477,673.99

BACKPAY AMOUNTS

Clemente Fernandez	80,348.45
Gregoria Fernandez	80,348.45
Jose Armando Fernandez	80,348.45
Francisco Salas	88,583.94
Maria de la Luz Torres	1,465.90
Maria Valdez	1,015.80
Rosa Briseno	45,916.51
1978 Rapini crew (140 workers)	577,259.20
	955,286.60

MAKEWHOLE	17,477,673.99
BACKPAY	955,286.60
TOTAL	$18,432,960.59